

**Council Meeting of July 30, 2014**

**Agenda Item No.**

7.d.

## **REQUEST FOR COUNCIL ACTION**

**SUBJECT:**

Discussion and possible action regarding Resolution 14-143, authorizing the Mayor to execute an Interlocal Cooperation Agreement between the Jordan School District, City of Bluffdale, Herriman City, Riverton City, City of South Jordan, City of West Jordan, and unincorporated portions of Salt Lake County

# THE CITY OF WEST JORDAN, UTAH

A Municipal Corporation

RESOLUTION NO. 14-143

A RESOLUTION AUTHORIZING THE EXECUTION  
BY THE MAYOR OF AN INTERLOCAL COOPERATION AGREEMENT  
WITH JORDAN SCHOOL DISTRICT, CITY OF BLUFFDALE, HERRIMAN CITY, RIVERTON  
CITY, CITY OF SOUTH JORDAN, CITY OF WEST JORDAN, AND THE  
UNINCORPORATED PORTIONS OF SALT LAKE COUNTY,  
INDLUCING THE TOWNSHIP OF COPPERTON  
REGARDING THE DISTRICTS' FIVE-YEAR PLAN

WHEREAS, the City of West Jordan, as a governmental agency, and authorized, by the Utah Interlocal Cooperation Act, Sections 11-13-1, et seq., U.C.A., 1953 as amended, to enter into agreements with each other, upon a resolution to do so by their respective governing bodies, for the purpose of enabling them to make the most efficient use of their resources; and

WHEREAS, the Parties have determined that the proposed Interlocal Cooperation Agreement will provide a 'Mutual Goal' for the school children attending the District schools, with a quality education at a reasonable cost to the taxpayers by financing and building appropriate schools in the appropriate places, at appropriate times; and

WHEREAS, the 'Mutual Goal' can only be achieved by meaningful-collaboration among the Jordan School District, the Board of Education, and the cities; and

WHEREAS, the undersigned cities have participated in the discussion and negotiation of the proposed Interlocal Cooperation Agreement, and desire approval by the respective City Council members,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH, THAT:

Section 1. The aforementioned agreement be approved upon "Approve as to Legal Form," and the Mayor is hereby authorized to execute the same.

Section 2. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

KIM V. ROLFE  
Mayor

ATTEST:

MELANIE S. BRIGGS, MMC  
City Clerk

Voting by the City Council

"AYE"

"NAY"

Council Member Jeff Haaga

\_\_\_\_\_

\_\_\_\_\_

Council Member Judy Hansen

\_\_\_\_\_

\_\_\_\_\_

Council Member Chris McConnehey

\_\_\_\_\_

\_\_\_\_\_

Council Member Chad Nichols

\_\_\_\_\_

\_\_\_\_\_

Council Member Ben Southworth

\_\_\_\_\_

\_\_\_\_\_

Council Member Justin D. Stoker

\_\_\_\_\_

\_\_\_\_\_

Mayor Kim V. Rolfe

\_\_\_\_\_

\_\_\_\_\_

## **INTERLOCAL COOPERATION AGREEMENT**

This Interlocal Cooperation Agreement (“Agreement”) is entered among the following entities:

1. the Jordan School District (“District”) acting through its elected Board of Education (the “Board”);
2. five cities including the City of Bluffdale, Herriman City, Riverton City, the City of South Jordan, and the City of West Jordan; and
3. Salt Lake County representing unincorporated portions of the County located within the jurisdictional boundaries of the District, including also the Township of Copperton.

The five cities and the unincorporated areas of Salt Lake County are jointly referred to as the “Cities”. The District and the Cities which execute this Agreement are jointly referred to as the “Parties”.

### **Recitals**

1. The Parties are public agencies as defined by Chapter 11-13, UTAH CODE ANN. (the “Interlocal Cooperation Act”). Section 11-13-202 of the Interlocal Cooperation Act provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative action.

2. The desired mutual goal (“Mutual Goal”) of the Parties is to provide school children attending District schools with a quality education at a reasonable cost to taxpayers by financing and building appropriate schools in the appropriate places at appropriate times.

3. The parties believe that the “Mutual Goal” can be furthered by meaningful collaboration among the District, the Board, and the Cities. To that end, the Parties acknowledge that if the District and the Cities are able to reach consensus on the topics addressed below, such will enhance and promote the Mutual Goal.

### **Agreement**

1. Rolling Five-year Plan: The Board will provide the Cities with a five year plan (the “Plan”) describing school buildings and administration facilities to be constructed or remodeled (“Facilities” or “Facility”) within the District. Preliminary information which constitutes a part of the Plan was provided by the Board to the Cities on July 22, 2014. An overview of the complete Plan will be presented by the Board to the Cities by October 31, 2014 with an update of the complete Plan to be provided thereafter at the beginning of each District fiscal year. To promote collaboration among the District and the Cities, the Plan will be circulated by the Board to the Cities prior to its adoption at the beginning of each District fiscal year, and prior to any proposed changes or amendments to the Plan, with the intent to allow the Cities an opportunity to review and discuss the Plan with the Board, including also opportunities for the Cities to assist the District in property acquisition efforts and financing strategies.

It is the intent of the Parties that the Plan will facilitate a unified voice among the District and the Cities to enable adequate financing of school facilities and operations, as well as locating properties for such facilities in appropriate locations and for a cost acceptable to taxpayers, the Cities and the District. The Cities will provide information they may have available to the District relative to population growth, land use planning, and economic development which the Parties mutually identify as relevant to the Plan.

a. *Elements of the Plan:* The Plan will include the following elements:

- i. the type of each Facility contemplated;
- ii. the anticipated, approximate time each Facility will be constructed and operational;
- iii. the anticipated, approximate location of each Facility;
- iv. the anticipated, approximate cost of each Facility; and
- v. the anticipated funding mechanism for each Facility.

b. *Land for Facilities:* With regard to purchasing or retaining land for Facilities, together the Board will work with the Cities to identify appropriate locations for Facilities. The District will acquire land or site Facilities in a manner which, where possible, results in the following:

- i. avoids areas planned for commercial, office, and mixed use development identified in the general plans of the Cities;
- ii. maximizes student ability to walk to schools;
- iii. avoids locating school buildings in high traffic areas including major and minor collector streets; and
- iv. compliments the land use planning of the Cities.

2. Mayor Participation in Jordan School Board Meetings: To promote collaboration as envisioned by the Parties, the mayor of each of the Cities or the designee of a mayor ("Mayor" or "Mayors"), will be allowed to "attend and participate" ("Participate") in Board meetings. Participate includes "sitting-at-the-table" with Board members, engaging in discussions, asking questions, making requests of the Board, offering opinion and perspective, but does not include voting. The Parties understand and acknowledge that attendance and participation includes all Board meetings, except those closed to the public under the Utah Open Meetings Act for the purpose of discussing the character, or professional competence, or physical or mental health of individual employees of the District.

The Mayors recognize that the primary right and responsibility of operating the Jordan School District lies with the Board. Consequently, the Cities acknowledge that generally the interest of the Mayors is to Participate in closed meetings where matters involving the overall governance of the District are involved such as discussing the purchase, sale, exchange, or lease of real property, or discussing matters that have a specific impact on the Cities or a city, as opposed to the Mayors Participating in closed meetings where the meeting being closed is for strategy sessions to discuss pending or reasonably imminent litigation, for collective bargaining discussions, or for other routine operational matters of the District. The Parties also acknowledge that State law provides that Mayors Participate in Board meetings as currently set forth in UCA § 53A-3-409(3)(a). The Mayors shall not Participate in closed meetings involving

the character, professional competence, or physical or mental health of District employees. The Cities acknowledge and agree that their respective Mayors will not further disclose any information discussed in a closed session meeting unless and until such information has been made public by the Board—either directly or through the District’s administration—and that any premature disclosure of closed meeting discussions shall constitute a basis for exclusion from future closed meetings. Moreover, no Mayor shall take any action negatively impacting or otherwise impairing the District’s ability to consummate a proposed purchase, sale, exchange, or lease of real property even in the event of a disagreement between the Board and Mayors regarding the proposed transaction.

To facilitate the attendance of Mayors, the regular meetings of the Board will be held on the 2<sup>nd</sup> and 4<sup>th</sup> Tuesday of each month. Emergency and special meetings may be scheduled as needed in the discretion of the Board. As currently provided by State law, the Board will provide notice of all meetings to each Mayor. Unless otherwise directed by a Mayor, such notice may be accomplished by contacting the City Recorder of each City. Each city will provide the District with an updated list of contact information for those individuals to be notified.

In the event the Mayors’ current statutory right to Participate in Board meetings is clarified or amended by future legislation, the terms of such legislation shall supersede the provisions of this paragraph.

3. Evaluation of District Real Property: To successfully implement the Plan contemplated in this Agreement, the Parties recognize the importance of collaboration to develop a unified message to the taxpayers of the Cities and of the Board relative to financing necessary and desired school facilities and operations, at an acceptable cost to the taxpayers, in appropriate locations.

For the Board and the Cities to meaningfully collaborate together to accomplish such, it is important that the Cities have a clear understanding of the real property assets of the District ("Assets"). To that end, the District will examine and evaluate all Assets to identify how each Asset correlates with the Plan and how each Asset will promote the Mutual Goal of the Parties. Preliminary Asset information was provided by the District to the Cities on July 22, 2014. The Board will provide a full report on the examination and evaluation of Assets ("Asset Report") to the Cities by September 30, 2014, providing also an updated Asset Report prior to the beginning of each succeeding District fiscal year. The Cities will lend information and expertise available to the Cities through their professional staffs to the District as the Parties determine useful and appropriate relative to developing the Asset Report.

The Board will use its best efforts to ensure that the Asset Report contains the following information regarding each Asset, unless such information is included in the Plan, in which case the Asset Report will specify the location of such information in the Plan:

- a. the date of acquisition of the Asset;
- b. the purpose for which the Asset was acquired;
- c. the anticipated Plan for use or disposal of the Asset;
- d. the anticipated Plan for use or disposal of any excess property which is part of a parcel where Facilities are currently sited or planned to be sited;

- e. the anticipated plan for disposition of any Asset where Facilities are not planned or sited;
- f. the original purchase price of the Asset;
- g. the current estimated fair market value of the Asset; and
- h. deed restrictions or encumbrances on the Asset;

4. Facility Design and Construction Methods: The District currently has in place a process for the planning, construction, and operation of Facilities ("District Process") which includes also committees involving the Board, select District staff, and select members of the community including parents of students as well as construction and design professionals. The Board believes the Mayors may not fully understand the District Process and desires that the Mayors gain that understanding. The Mayors have raised questions regarding the District Process, its adequacy, and the resulting cost, location, and timing for Facilities. Given the defeat by voters of the recent District bond proposal, the Mayors are also concerned that needed funding for future growth and operation of schools will be difficult for the District to realize. The Mayors are concerned that in the past information regarding the District Process as well as the cost, location, and timing for the construction and operation of Facilities has not been timely forthcoming to the Cities and taxpayers who live within the boundaries of the District. Further the Mayors desire input into the design philosophy, the construction philosophy, and decision making philosophy regarding Facilities to the end of facilitating a plan to accommodate growth of the District which is acceptable to voters who will fund future District operations.

To facilitate resolving the concerns of the Parties, the Board and the Mayors agree to the following which shall occur before any action is taken to (i) build or remodel Facilities, (ii) to place a bond measure of the ballot to raise taxes for funding Facilities, or (iii) to acquire, lease, or dispose of Assets:

a. *Current Status of Information, Processes, and Philosophy*: Through a method in which the Board and the Mayors will participate, the District will familiarize the Board and the Mayors with the District Process. In addition, the Board and the Mayors will review the Plan and the Asset Report to assure all issues and components contemplated by this Agreement are included.

b. *Review of the Plan, the District Process, and the Asset Report*: Upon completion of the Current Status review noted above, but no later than September 30, 2014, an advisory group ("Advisory Group") will be formed, chaired by one member of the Board selected by the Board, one Mayor (and not a Mayor's designee) from among the five cities selected by the Mayors, and one District staff member. The Parties shall use good faith efforts to reach mutual agreement regarding the selection of the District staff member; however, in the event the Parties are unable to agree, the Board shall have the right to appoint the District staff member. In addition to the chairs, any member of the Board and any Mayor of the Cities may serve as a member of the Advisory Group. The purpose for the Advisory Group will be to make recommendations to the Parties as to modifications to the District Process, recommendations as to modification to and implementation of the Plan, and recommendations to address in a manner acceptable to the Parties, the following issues:

- i. the disposition of Assets;
- ii. design and construction methods to assure the most efficient and effective use of

taxpayer dollars including cost saving building methods, energy saving building methods, unnecessary building features, use of land, low cost and low maintenance landscape designs and features, construction timelines, and ways to reduce change orders; and

iii. the use of "outside" or "third party" design and construction professionals in the District Process. The Parties recognize the value of using professionals who have not been previously engaged by the District or otherwise awarded bids by the District to benefit from "new" or "fresh" perspectives. Likewise, the Parties recognize the value of using professionals who have experience in the design and construction of education facilities within the District and the results of their designs and projects. It will be the task of the Advisory Group to balance the benefits of using both categories of professionals in making recommendations to the Board and Mayors.

As both the Mayors and the Board recognize the need to work expeditiously on the above matters, it is anticipated that the Advisory Group will make a final report of its findings and recommendations jointly to the Board and the Mayors by December 31, 2014.

In the event the Board disagrees with any or all of the Advisory Group's recommendations regarding the District Process or Plan it shall have no obligation to adopt said recommendation(s).

5. Legal Counsel: The Board will initiate the hiring of Board legal counsel through an RFP process as soon as possible. A copy of the RFP will be provided to any interested party.

6. Legislative Concerns Impacting the Parties: The Parties recognize and acknowledge the ongoing impact of current and future State law on District funding and District governance as well as the need for and benefit of the Board and the Cities actively participating in the State Legislative process. The Parties also recognize and acknowledge that the "taxing effort" and "tax willingness" of the residents of the Cities, who are also the same taxpayers who fund District education efforts, is limited. Further, the Parties acknowledge the primary property tax funding source for District education efforts as well as for services provided by Cities comes from commercial property taxes and the vibrant economic development of Cities. Consequently for the District to successfully fund education efforts, the District needs the support of Mayors and the Cities. To accomplish such the Parties agree to the following actions:

a. Supplemental Funding: The supplemental funding to the District ("Supplemental Funding") provided by the Utah State Legislature resulting from the split of the Canyon's School District ends in 2016. As part of the Plan, the Board will address the end of Supplemental Funding and provide the Cities with available information concerning the impact of the Supplemental Funding on the operation of the District along with the Board's anticipated plan (including replacement funding) to deal with such impact by December 31, 2014.

b. Land Use: The Parties will engage in dialog with one another and with the State Legislature regarding legislation to require school districts, charter schools, and private schools to obtain land use approvals through and consistent with established land use



processes of cities.

c. Bussing: The Parties will discuss State mandated bussing standards including the option of legislation to reduce the 1.5 mile requirement for elementary school bus routes and increase funding for student bussing during the 2015 legislative session and, if necessary, during future sessions.

d. State-wide Equalization: The Parties will engage in dialog with one another and with the State Legislature regarding legislation for state wide equalization.

7. Future Relationship of Collaboration/Dispute Resolution: The Parties agree to work collaboratively together for the promotion and benefit of the children attending schools in the District. Issues, concerns, or suggestions brought to the attention of the Board and the Mayors will be given thoughtful and deliberate consideration in the process of forming opinions and in decision making.

Although the five cities within the Jordan School District boundaries, the Township of Copperton, and unincorporated areas in Salt Lake County, are referred to collectively as the Cities, it is the intent of the Parties who execute this Agreement that this Agreement apply to the Board and to each entity comprising the Cities individually. The decision by any entity comprising the Cities to not sign this Agreement shall not affect the intent and mutual commitments of the entities that do sign. Should all entities which comprise the Cities not execute this Agreement, the term Parties shall refer collectively to the District acting through its Board and those entities which comprise the Cities which do execute this Agreement.

In the spirit of mutual collaboration, in the event of a disagreement regarding the interpretation of the terms of this Agreement, or any Party's compliance with same, written notice of the disagreement or alleged non-compliance shall be submitted to the chairs of the Advisory Group and the Parties to this Agreement. Any Party alleged to be in breach of this Agreement shall have a minimum of 30 days after receipt of written notice of the alleged breach in which to cure same. The Parties agree to work together in a good faith effort to resolve the disagreement or alleged breach before resorting to any other remedy that may be available at law or in equity.

8. Term of this Agreement: The Parties acknowledge that a significant motive for this Agreement is to implement a framework within which the trust necessary among the Parties can develop to sustain the Mutual Goal and the principles cited in this Agreement, without resort to mandates in State law or other external tools. In addition, it is a significant motive of the Board to avoid efforts by one or more Cities to create one or more new school districts from within the current District boundaries. To that end, it is intended that this Agreement will remain in effect for one year after its Effective Date, which for purposes of this paragraph shall be considered to be the latest date indicated on the signature lines below. The Parties may mutually agree to extend the duration of this Agreement for successive one-year terms by executing a written statement to that effect, signed by the Parties, prior to the expiration of this Agreement.

9. Termination of this Agreement. This Agreement may be terminated as follows:

a. Upon the mutual written consent of all Parties:

- b. By the District or by the Cities, by written notice to each of the Mayors and Board President respectively, within 30 days of the initiation of the process to create a new school district pursuant to the provisions of Utah Code Ann. § 53A-2-118 or 53A-2-118.1.

10. No Separate Entity/Purpose/Administration. This Agreement shall not create any separate legal or administrative entity or body. There shall be no joint acquisition or ownership of property and, therefore, it will not be necessary to dispose of property on the termination of this Agreement. Rather, the purpose of this Agreement is to provide a framework for the collaboration among the parties to achieve the Mutual Goal described in Recital 2 of this Agreement. The cooperative undertaking of the Parties shall be administered by the Advisory Group described in Paragraph 4.b. Subject to the foregoing, each party shall be responsible for its respective properties, operations, expenses, and budgets.

11. Effective Date. This Agreement will not take effect until: (a) it has been approved by all Parties, as required by Utah Code Ann. § 11-13-202(2), (b) it has been submitted to the attorney authorized to represent each Party for review as to proper form and compliance with law, as required by Utah Code Ann. § 11-13-203, and (c) it has been filed with the keeper of records of each Party, as required by Utah Code Ann. § 11-13-209.

12. Interlocal Cooperation Act: The Parties acknowledge that this Agreement is subject to the Interlocal Cooperation Act and agree (i) to the provisions and procedures contained in the Act, and (ii) to process, approve, manage, and archive this Agreement in accordance with the provisions of the Act.

IN WITNESS WHEREOF that Parties have executed this Agreement as indicated below.

Jordan School District:

Attorney for Jordan School District:

\_\_\_\_\_  
Richard S. Osborn  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Reviewed: form and compliance with law

City of Bluffdale:

ATTEST:

\_\_\_\_\_  
Derk Timothy  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Recorder

Attorney for City of Bluffdale:

\_\_\_\_\_  
Reviewed: form and compliance with law

Herriman City:

ATTEST:

\_\_\_\_\_  
Carmen Freeman  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Recorder

Attorney for Herriman City:

\_\_\_\_\_  
Reviewed: form and compliance with law

City of Riverton:

ATTEST:

\_\_\_\_\_  
William R. Applegarth  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Recorder

Attorney for Riverton City:

\_\_\_\_\_  
Reviewed: form and compliance with law

City of South Jordan:

ATTEST:

\_\_\_\_\_  
David L. Alvord  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Recorder

Attorney for City of South Jordan:

\_\_\_\_\_  
Reviewed: form and compliance with law

ATTEST:

City Recorder

Reviewed: form and compliance with law

ATTEST:

Salt Lake County Recorder

Reviewed: form and compliance with law